

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA

v.


FRANCIS DELANO JONES, JR.

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02 - 1170 m

UNSEALING ORDER

ON THIS 18th day of October 2002, upon motion of the Government, and the Government's representation that the arrest warrants in this matter have been executed, the criminal complaint, affidavit attached thereto, and arrest warrant in this case of the above-referenced individual is hereby, UNSEALED.


UNITED STATES MAGISTRATE JUDGE

Alexandria, Virginia

Date

10/18/02

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA

v.

ROBERT LEE NEAL, JR.

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02-1171M

UNSEALING ORDER

ON THIS 10/1 day of October 2002, upon motion of the Government, and the Government's representation that the arrest warrants in this matter have been executed, the criminal complaint, affidavit attached thereto, and arrest warrant in this case of the above-referenced individual is hereby, UNSEALED.

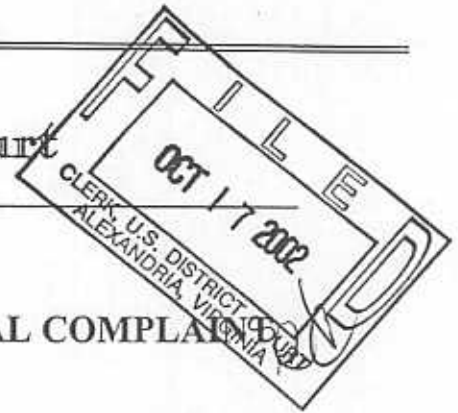
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UNITED STATES MAGISTRATE JUDGE

Alexandria, Virginia

Date

10/1/02

United States District Court
EASTERN DISTRICT OF VIRGINIA



UNITED STATES OF AMERICA

v.

CRIMINAL COMPLAINT

FRANCIS DELANO JONES, JR.

d/o/b: 12/30/61
1801 Williamsburg Court
Fort Washington, MD

CASE NUMBER: 02-1170-M

I, the undersigned complainant being duly sworn state the following is true and correct to the best of my knowledge and belief. On or about 6/96 - 6/01, in Arlington, Virginia, in the Eastern District of Virginia The defendant, (Track Statutory Language of Offense) within the special maritime and territorial jurisdiction of the United States, did:

See attachment "A."

in violation of Title 31 United States Code, Section 5324(a)(1); and
in violation of Title 18 United States Code, Section(s) 2, 201(b)(2), 201(c)(1), 371, 1001, 1031, 1343, 1503, 1512(b)(3), 1951, 1956(a)(1)(B)(1), 1956(a)(2)(B)(1), and 1957

I further state that I am a(n) Special Agent, Defense Criminal Investigative Service and that this complaint is based on the following facts:

Official Title

See attached affidavit.

Continued on the attached sheet and made a part hereof:



Yes



No

Cynthia A. Stroot

Signature of Complainant

Cynthia Stroot

Sworn to before me and subscribed in my presence,

October 17, 2002

Date

at

Alexandria, Virginia

City and State

_____, UNITED STATE MAGISTRATE JUDGE
Name & Title of Judicial Officer

[Signature]
Signature of Judicial Officer

BARRY R. PORETZ
UNITED STATES MAGISTRATE JUDGE

United States District Court
EASTERN DISTRICT OF VIRGINIA

UNITED STATES OF AMERICA

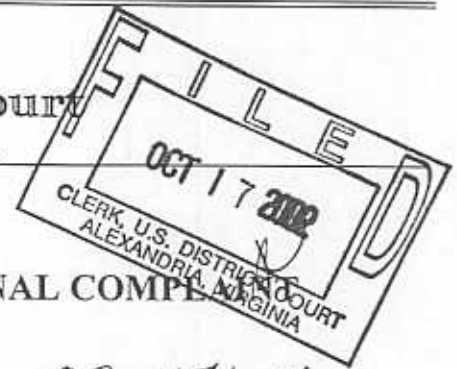
v.

ROBERT LEE NEAL, JR.
d/o/b: 8/3/52
7944 QuillPoint Drive
Bowie, MD

CRIMINAL COMPLAINT

CASE NUMBER:

02-1171-M



I, the undersigned complainant being duly sworn state the following is true and correct to the best of my knowledge and belief. On or about 6/96 - 6/01, in Arlington, Virginia, in the Eastern District of Virginia The defendant, (Track Statutory Language of Offense) within the special maritime and territorial jurisdiction of the United States, did:

See attachment "A."

in violation of Title 31 United States Code, Section 5324(a)(1); and
in violation of Title 18 United States Code, Section(s) 2, 201(b)(2), 201(c)(1), 371, 1001, 1031, 1343, 1503, 1512(b)(3), 1951, 1956(a)(1)(B)(1), 1956(a)(2)(B)(1), and 1957

I further state that I am a(n) Special Agent, Defense Criminal Investigative Service and that this complaint is based on the following facts:

Official Title

See attached affidavit.

Continued on the attached sheet and made a part hereof:



Yes



No

Cynthia A. Stroot

Signature of Complainant

Cynthia Stroot

Sworn to before me and subscribed in my presence,

October 17, 2002
Date

at

Alexandria, Virginia
City and State

BARRY R. PORETZ
Name & Title of Judicial Officer
UNITED STATE MAGISTRATE JUDGE

[Signature]
Signature of Judicial Officer

UNITED STATES MAGISTRATE JUDGE
Eastern District of Virginia

AFFIDAVIT FOR SEARCH AND ARREST WARRANTS

FOR FILING UNDER SEAL

I, Cynthia A. Stroot, being duly sworn, state as follows:

1. I am a Special Agent with the Defense Criminal Investigative Service ("DCIS"). I have been so employed as a Special Agent for DCIS for 4 years. Prior to my employment at DCIS I was a Special Agent with the U.S. Department of State for 7 years. I am currently assigned to the DCIS Mid-Atlantic Field Office, in Arlington, Virginia, investigating government contract fraud. I have investigated numerous cases involving "white-collar" crime during the course of my employment as a Special Agent.
2. This affidavit contains information to support a finding of probable cause for two criminal complaints, two arrest warrants, and two search warrants. This affidavit is presented in support of a) a criminal complaint against, and arrest warrant for, ROBERT LEE NEAL, JR.; b) a criminal complaint against, and arrest warrant for, FRANCIS DELANO JONES; c) a search warrant for NEAL's residence at 7944 Quill Point Drive, Bowie, Maryland, 20720; and d) a search warrant for JONES's residence at 1801 Williamsburg Court, Fort Washington, Maryland, 20744.

Sources of Information

3. The information used to support this affidavit was derived from, among other sources, Special Agents of DCIS and the Federal Bureau of Investigation ("FBI"), statements of

confidential sources and witnesses, federal grand jury subpoenas, government requests to third parties, public and publicly available records searches and my experience and background as a Special Agent of DCIS. Since this Affidavit is being submitted for the limited purpose of securing authorization of search and arrest warrants, I have not included each and every fact known to me concerning this investigation. I have set forth only those facts which are necessary to establish probable cause.

Confidential Sources

4. Four confidential sources, identified as CW1, CW2, CW3, and CW4 are referenced in this affidavit. These confidential sources corroborate each other and are also corroborated by documents and other evidence. CW1 and CW2, as explained herein, are officers of defense contracting companies. CW3, as explained herein, was an employee of various contracting companies and had a personal intimate relationship with NEAL. CW4 was an associate of CW1.

Introduction

5. At all times relevant to this affidavit, The Office of Small and Disadvantaged Business Utilization ("SADBU") was the office within the Department of Defense ("DOD"), chiefly responsible for the administration of acquisition preference programs within DOD. The acquisition preference programs administered by SADBU included the DOD Pilot Mentor Protege Program, and the Small Business Administration ("SBA") 8(a) Business Development Program ("8(a) Program").

6. The purpose of the Mentor Protege Program was to encourage major DOD contractors, through Government cost reimbursement, to assist in improving small disadvantaged businesses' capabilities to perform as subcontractors and suppliers. The DOD Comptroller provided funds to the SADBUs office, which in turn sub-allocated a portion of the funds to military departments and defense agencies. The Mentor Protege Program receives approximately \$28 million annually, which funds are substantially controlled by the Director of SADBUs.
7. ROBERT LEE NEAL, Jr. ("NEAL") is a resident of Bowie, Maryland. NEAL was the Director of SADBUs from about June, 1996, until about June, 2001. As the Director of SADBUs, NEAL was a Senior Executive Service ("SES") Level 5, and a political appointee. Prior to NEAL's employment at SADBUs, NEAL worked at several other government agencies including the General Services Administration ("GSA").
8. FRANCIS DELANO JONES ("JONES") is a resident of Fort Washington, Maryland. JONES was NEAL's Executive Assistant at SADBUs from about February 1998 until about January 2001. JONES was selected for this position by NEAL. Prior to JONES' employment at SADBUs, JONES worked at GSA for approximately nine years in contract administration.
9. During their employment with DOD, NEAL and JONES were "public officials" within the meaning of 18 U.S.C. § 201(a)(1), and worked at DOD offices located in Arlington, Virginia. At present, NEAL and JONES are no longer in the employment of the United

States government.

Influence over the contracting process

10. NEAL and JONES, by virtue of their official positions within SADBU, exerted tremendous influence over individuals and companies seeking to do business within DOD. NEAL controlled the administration of \$28 million in Mentor Protege funds annually. NEAL and JONES could substantially influence whether a prospective mentor/protege applicant was accepted or denied participation in the Mentor Protege Program. NEAL and JONES also had influence over the award of SBA 8a contracts. NEAL and JONES also had direct influence over contractors which contracted to provide services and/or materials to SADBU.

The overall scheme:

11. As detailed herein, this investigation has revealed that NEAL and JONES engaged in a wide-range of criminal activities during their tenure at DOD, in which NEAL and JONES abused their official positions for their own private enrichment. Though the purpose of SADBU was to support acquisition preference programs, NEAL and JONES instead used their official positions within SADBU as leverage to receive illegal extortion payments, bribes, and gratuities from DOD contractors seeking to participate in acquisition preference programs. NEAL and JONES coordinated their illegal activities, and worked together as partners. The things of value solicited and received by JONES and NEAL in exchange for or because of official actions included: over \$100,000 in cash, over

\$800,000 in payments to a sham company JONES controlled, luxury watches, over \$100,000 in other payments to individuals and entities who would serve as nominees for NEAL and JONES, tickets to sporting events, entertainment, and paid sexual favors from women. NEAL and JONES also conspired with others in a sophisticated scheme to launder the proceeds of their illegal activities, by use of nominee companies, offshore bank accounts, and multi-layered sham transactions. NEAL and JONES also conspired to embezzle over \$100,000 in funds from federal programs. The proceeds of NEAL and JONES's crimes exceeded \$1.1 million dollars.

Relevant Organizations and Companies:

12. **"Companies A-E"** were privately held companies which participated, as contractors, in acquisition preference programs administered by SADBUD or in support services contracts at the SADBUD office.
13. **Northpointe Telecom, Inc.** ("Northpointe Telecom") was a privately held, sham company through which laundered funds were passed to NEAL and JONES as detailed herein.
14. **"Company F"** was a privately held company, which assisted Company B in laundering funds and passing these funds along to Northpointe Telecom, as detailed herein.
15. **"Company G"** was a sole proprietorship owned by CW3.
16. **"Company H"** was a privately held company which subcontracted with Company E and was owned by CW3's relatives.

Participants:

17. **Cooperating Witness 1 ("CW1")** is a representative of Company A.
18. **Cooperating Witness 2 ("CW2")** is a representative of Company C.
19. **Cooperating Witness 3 ("CW3")** was an employee of various companies which contracted with DOD, including Company E.
20. **Cooperating Witness 4 ("CW4")** is an associate of CW1.
21. **"The Company B President"** is the President of Company B.
22. **"The Company B Manager"** is a Project Manager of Company B, and also an officer of Northpointe Telecom.
23. **"The Company F President"** is the President of Company F.
24. **"The Company D President"** is the President of Company D.
25. **"The DOD Associate"** is a friend and associate of JONES and NEAL who worked at the Defense Modeling and Simulation Office ("DMSO"), a DOD Agency.

Schemes to obtain things of value from Company A and CW1:

26. CW1 has entered into a cooperation agreement with the government. The government's agreement with CW1 includes limited use immunity. Pursuant to this agreement, CW1 has provided information to the government which includes the following:
 - a. CWI was an officer of Company A, which held certain contracts with DOD. NEAL and JONES were in positions to exert influence over such contracts and could determine whether such contracts were granted and

renewed. Company A participated in the Mentor Protege Program, obtaining a contract through the SADBU from 1997 to 1999.

Additionally, Company A held several contracts through GSA, including a schedule contract utilized by DMSO, for purchasing.

- b. Starting in about 1997 and continuing until 1998, NEAL and JONES demanded that CW1 pay them money or they would take certain adverse actions and/or cease in taking helpful actions with respect to the contracts held between COMPANY A and DOD.
- c. In response to these demands, CW1 paid NEAL and JONES cash during 1997-1998. These cash payments took place over time, usually in amounts of about \$8,000 - \$15,000 at a time, on perhaps six to ten separate occasions. Sometimes NEAL and JONES were together when CW1 paid them cash, and sometimes CW1 paid the cash to JONES alone, with the understanding JONES would split the money with NEAL.
- d. CW1 would also provide NEAL and JONES with other things of value, including meals, drinks, travel, entertainment, tickets to sporting events, and paid sexual favors from women.
- e. NEAL and JONES also demanded a large, lump-sum payment from CW1. CW1 did not accede to this demand initially, but eventually capitulated. CW1 told NEAL and JONES that he would make a lump-sum payment of

\$100,000. NEAL and JONES did not instruct CW1 to pay them the \$100,000 directly, but rather, instructed CW1 to make payment to a third party, with the understanding that this third party was a nominee and that NEAL and JONES would actually receive the funds. Consequently, at the express direction of NEAL, CW1 obtained a cashiers check for \$100,000 from Company A, and made the check payable to Company F. NEAL further directed CW1 to deliver this check to the Company B President. CW1 complied with this request.

- f. CW1 also provided things of value to the DOD Associate. The DOD Associate also solicited a payment from CW1, which CW1 refused.
- g. CW1 has suffered from substances abuse problems, which include cocaine use, during a timeframe which included his dealings with JONES and NEAL.

- 27. Certain information provided by CW1, has been corroborated¹, as explained herein.
- 28. I have reviewed a copy of a September 25, 1998, cashier's check for \$100,000 from Company A made payable to Company F. Company F and Company A were both subpoenaed, and could provide no invoice or other document which explained why Company F had received \$100,000 from Company A. Consequently, it appears that there

¹The information which provides the corroboration of the accounts of CW1-4 has been obtained, on various occasions, both before and after each cooperating witness began cooperating with the government.

is no legitimate business purpose of the \$100,000 check from Company A to Company F. Further, this \$100,000 and other funds were laundered, as detailed further herein.

29. CW4, an associate of CW1 (speaking under letter immunity) indicated to me that CW1 made statements (prior to the time CW1 began cooperating with the government) indicating that CW1 had paid NEAL and JONES \$100,000 by check because NEAL and JONES had demanded that CW1 do so.
30. I have reviewed credit card records for CW1 which show CW1's travel and expenses consistent with CW1's account of events. For example, CW1 claims to have paid for expenses of NEAL and JONES for a trip to Las Vegas for the Tyson-Holyfield heavyweight boxing match. CW1's credit card and other records reveal numerous, high-dollar charges in Las Vegas for hotels, meals, and other expenses during a three day period in late June, 1997. I have reviewed news accounts which confirm that the Tyson-Holyfield bout occurred on June 28, 1997, in Las Vegas. Additionally, I interviewed associates of CW1, who were present with CW1 and other individual during a trip to Las Vegas in June 1997 for the Tyson-Holyfield fight. These witnesses said that CW1 was accompanied during this trip by two males who match a general physical description of JONES and NEAL.
31. I have reviewed copies of contracts between Company A and DOD. Company A had a three-year Mentor Protege contract. Company A was the Protege company under this contract. The base year of the contract ran from October 7, 1997 through September 30,

1998 and was valued at \$1,000,000. An "extension year" for this contract was granted covering April 30, 1999 through April 30, 2000 for an additional \$1,000,000. The second option year on the contract was not exercised. Through this contract, Company A received technical training, the purchase of technical equipment including an Internet web server, a Smart card technology license valued at \$200,000, and a marketing Kiosk also valued at \$200,000.

32. I have reviewed records which indicate that CW1 has a) a 1978 arrest for larceny (disposition: "released"); b) a 1982 arrest for forgery (disposition "three year probation/first offender act completed"); c) a 1983 arrest for possession/manufacture/distribution of marijuana (no disposition listed).

Schemes to launder proceeds obtained from Company A and CW1, and other crimes, through Northpointe Telecom:

33. As described herein, NEAL and JONES would conceal the proceeds of their illegal activities by utilizing numerous bank transfers to a sham company controlled by JONES called Northpointe Telecom. Funds laundered in this manner originated from private contracting companies and eventually wound up in a bank account for Northpointe Telecom, over which JONES had signature authority. JONES used the Northpointe Telecom account as a slush fund, from which he would make personal expenditures for the benefit of himself and NEAL.
34. I have reviewed corporate registration records and bylaws of Northpointe Telecom, dated February 14, 1998. These records list JONES as the Chief Financial Officer (CFO) of

Northpointe Telecom and list the Company B Manager as the President and Secretary of Northpointe Telecom. I have also reviewed records showing that JONES would sign Northpointe Telecom checks during the time he was a Pentagon official. JONES later admitted to me in a November, 2001, interview that he started Northpointe Telecom with the Company B Manager. Further, JONES and the Company B Manager told investigating agents that Northpointe Telecom never had any actual contracts.

Expenditures from the Northpointe Telecom account:

35. I have reviewed records showing the flow of funds *out of* a bank account for Northpointe Telecom held at Bank of America/Nations Bank. These records, taken in conjunction with other records, show numerous personal expenditures from this account for the benefit of JONES and NEAL, as well as an outflow of cash, for example:

- a. A December 12, 2000 check for \$5,668 for a timeshare in the U.S. Virgin Islands held jointly by JONES and a woman who is not his wife.
- b. Counter-debits (i.e., cash), signed by JONES, on the following dates and for the following amounts: February 9, 1999: \$4,556; March 9, 1999: \$13,000; April 15, 1999: \$9,700; June 1, 1999: \$8,500; August 9, 1999: \$5,200; August 11, 2000: \$4,800; August 30, 2000: \$2,500; June 7, 2001: \$97,562.37.
- c. Counter-debits (i.e., cash), signed by the Company B Manager, on the following dates and for the following amounts: December 17, 1998:

\$25,000; March 4, 1999: \$9,000.

- d. Multiple checks to pay a personal credit card account for JONES, including the following dates and for the following amounts: February 16, 1999: \$754.08; November 4, 1999: \$1,125.78; December 20, 1999: \$984.12; January 24, 2000: \$2803.10; March 7, 2000: \$9,890; April 4, 2000: \$9,000; July 4, 2000: \$4,100; October 5, 2000: \$1,006.27; November 8, 2000: \$8,000; December 7, 2000: \$3,500; January 8, 2001: \$3,090.47; February 6, 2001: \$2,800.
- e. A March 9, 1999 check for \$2,910 payable to Long Fence for partial payment of fencing done at JONES's home at 1801 Williamsburg Court, Fort Washington, Maryland.
- f. Multiple checks to pay a personal credit card account for NEAL, including the following dates and amounts: January 29, 1999: \$5,455.55; May 19, 1999: \$2,000; July 24, 1999: \$3,000; and April 2000: \$4,000.
- g. A January 4, 2000 check for \$2,200 payable to "EF Institute Trust Account" as payment for a European trip taken by JONES' wife and daughter.
- h. A December 31, 1999 check payable to FRANCIS JONES for \$5,475.
- i. A September 25, 2000 check for \$70,000, a May 27, 1999, check for \$107,101, and a January 24, 2000 for \$10,190, all payable to JONES's

American Express Financial Advisors accounts from which JONES and NEAL benefitted.

- j. An April 21, 2000 check for \$7,500 payable to "Everard's Clothing." This payment was made as a loan to Everard's clothing by JONES. As partial repayment of the loan, JONES received tailored clothing.
- k. An August 18, 2000 check for \$6,200 to the personal credit card of JONES' wife.

Flow of funds into the Northpointe Telecom account:

36. As demonstrated above, this investigation has uncovered large amounts of personal expenditures for the benefit of NEAL and JONES from a Northpointe Telecom bank account. This account was funded by some \$800,000 in checks from Company F, all received between December, 1999, through August, 2000. It appears that Company F, in turn, received most of this \$800,000 from Company B, as described herein. Exact tracing of the funds from Company B to Company F to Northpointe Telecom is made difficult because in some instances, the amounts of transfers do not match, and it appears that Company F may have taken a "cut" of the proceeds it passed on to Northpointe Telecom. In other instances, the tracing is obvious. For example, on March 4, 1999, Company F deposited into its bank account a check for \$210,000, received from Company B and signed by the Company B President on March 2, 1999. The deposit ticket for this check bears the signature of the Company B Manager. On March 3, 1999, the Company B

Manager, on behalf of Company F, issued a check payable to Northpointe Telecom in the amount of \$200,000. Additionally, on April 1, 1999, Company F deposited into its bank account a check for \$210,000 received from Company B and signed by the Company B President on March 24, 1999. On April 15, 1999, a check from Company F in the same amount of \$210,000 was deposited into the account of Northpointe Telecom.

37. In addition to the \$410,000 in transfers from Company B to Company F to Northpointe Telecom noted in the paragraph above, I have reviewed documents which appear to show the trail of the check extorted by JONES and NEAL from CW1, namely, the \$100,000 check paid to Company F by Company A. The check dated September 25, 1998 from Company A to Company F was deposited into a Company F bank account in California on about October 13, 1998. On October 6, 1998, Company F wired \$81,000 to a new bank account it opened in Washington, D.C. On December 1, 1998, Company F issued a starter check in the amount of \$5,000 to Northpointe Telecom, which was the opening deposit in a new account for Northpointe Telecom. On December 14, 1998, Company F wired Northpointe Telecom \$30,000 and on January 28, 1999, Company F wired Northpointe Telecom an additional \$50,000.
38. In sum, of the funds of about \$800,000 deposited into the Northpointe Telecom account, a) \$85,000 can be traced to Company F, and from there to the \$100,000 extortion of CW1; and b) a separate \$410,000 can be directed traced to Company F, and in turn to Company B. This leaves a remainder of about \$305,000. While this \$305,000 of

remainder in funds cannot be directly traced from Company F to Company B, it appears that Company F received over \$900,000 in total deposits from Company B over the time period of November, 1996, through May, 2000, i.e., enough deposits to cover all of Company F's payments to Northpointe Telecom.

39. I submit there is probable cause to believe that the \$715,000 received by Northpointe Telecom (e.g., the amount in excess of the \$85,000 proceeds of the extortion of CW1) from Company F represents laundering of bribe payments from Company B or other contracting companies to JONES and NEAL.
40. For example, Company B had a strong motive to make bribe payments to JONES and NEAL, just as similarly situated companies have done, as detailed in this affidavit. Company B held a three-year Mentor Protege contract awarded through the SADBUD office. Company B was the Protege company under that contract. The base year of the contract ran from July 30, 1997 through July 30, 1998 and was valued at \$498,000. Both extension years on the contract were awarded each valued at \$498,000. Through this contract, Company B received technical training, certifications, equipment, and subcontracts from its mentor corporation in excess of \$3,600,000. Additionally, Company B received prime contracts with DOD valued in excess of \$5,000,000 during their participation in the Mentor Protege Program.
41. I have learned through witness interviews and a review of documents that the DOD Associate assisted NEAL and JONES in seeing to it that Company B received contracts

through DMSO. Further, I have reviewed a consensually recorded telephone conversation, in 2001, wherein NEAL advocates for the interests of Company B with an official of DMSO with regard to contracts Company B held with DMSO. In addition, I have learned through witness interviews that JONES, in 2000, made similar calls advocating for Company B's interests within DMSO.

42. A representative of Northpointe Telecom was served with a grand jury subpoena for Northpointe Telecom's records, in February of 2002. Northpointe Telecom produced only a small amount of documents, for example, tax returns for the years 1998 and 1999. Northpointe Telecom did not produce a general ledger, a cash disbursements journal, nor any accounting records which any ordinary private business would maintain. None of the records produced by Northpointe Telecom could account for the hundreds of thousands of dollars of personal expenditures from the Northpointe Telecom account made on behalf JONES and NEAL.
43. In the bank records produced by Company F relating to the \$100,000 payment Company F received from Company A, a notation appears "relates to [Company A] invoice # 2." The government requested that Company F provide any additional documents that had not yet been produced, specifically referencing "invoice # 2." The attorney for the Company F President responded by letter indicating that "no further documents" were located in response to the government's request.

Use of offshore bank accounts to launder other criminal proceeds:

44. As described herein, it appears that NEAL and JONES utilized offshore bank accounts located in Liechtenstein to further launder proceeds from their illegal scheme.
45. According to CW3, NEAL told CW3 that he and JONES used an offshore bank account, and repatriated some of the funds into the United States.
46. According to CW2, NEAL and JONES told CW2 that they were looking for places to hide their money. NEAL and JONES told CW2 that they used an overseas trust account because the records of the trust could not be obtained by authorities in the United States. JONES, after he left DOD, asked CW2 for a loan and told CW2 that he would repay this loan by use of an overseas trust.
47. I have reviewed a number of checks gathered in the course of this investigation which appear to have been deposited into an account in Liechtenstein. All of these checks bear at least one example of a similar stamp or signature on the front and/or back. The back portion of each check indicates its deposit in Liechtenstein, and/or Vaduz, (Liechtenstein). These checks include:
- a. an April 27, 1999, check out of the Northpointe Telecom bank account for \$9,250, made payable to "SK TREUHAND";
 - b. a May 30, 2000 check for \$27,000 from Company F, signed by the Company F President, made payable to "TECHFORUM ESTABLISHMENT."
 - c. a November 2, 1999 check from the Northpointe Telecom bank account for \$50,000 made payable to "TECHFORUM ESTABLISHMENT."

d. a August 11, 2000 Company C check for \$53,226 made payable to "ROCCO Enterprise Corp."

48. With reference to the check dated April 27, 1999 to "SK Treuhand," I have reviewed publicly available records on the internet which indicate that Treuhand Anstalt is a self-styled "trust enterprise" operating in Liechtenstein. I have learned that it is common for so-called trust enterprise companies operating in offshore bank havens, such as Liechtenstein, to set up a company or trust for a U.S. client who wishes to hide assets. An account for the resulting company or trust is established at a Liechtenstein bank with the help of the trust company, such that the identity of the persons who exercise dominion and control over the account is disguised.
49. Further, the back of the May 30, 2000 check from Company F bears the notation "Tech Forum Anstalt" below the endorsement signature line. In October of 2002, I reviewed the website of a trust company located in Liechtenstein. Information contained within this website indicates that the word "Anstalt" represents a form of business organization in Liechtenstein, specifically an "enterprise" company. For a fee, a trust company within Liechtenstein will establish an "Anstalt" for an individual or individuals. One feature of an "Anstalt," under Liechtenstein law, is that it does not require disclosure of the beneficial ownership of the "enterprise" company. Based on this information, I believe that the check dated April 27, 1999, from Northpointe Telecom to "SK Treuhand" was written by JONES to pay a trust company to establish an "Anstalt." Once this "Anstalt"

established an account at a Liechtenstein bank, with the help of the trust company, it served to provide NEAL and JONES with a secure venue by which criminally derived funds could be deposited.

Schemes to obtain things of value from Company C and CW2:

50. CW2 is cooperating with the government. CW2 has indicated an intention of pleading guilty to a one count information charging CW2 with conspiring to make false statements and to defraud the United States. Pursuant to a proffer agreement, CW2 has provided information to the government which includes the following:

- a. CW2 was the president of Company C. CW2 became acquainted with JONES and NEAL in about late 1999. CW2 sought the help of NEAL and JONES in obtaining DOD contracts.
- b. With the help of NEAL and JONES, Company C was awarded a contract with DOD/SADBU in about February of 2000. This contract, which was later extended, was worth over \$1,000,000. Additionally, CW2 received contracts with DMSO, valued at approximately \$400,000, although certain of these contracts were early-terminated.
- c. During the time that CW2 had contracts with DOD, NEAL and JONES would demand things of value from CW2. JONES told CW2 that he needed \$10,000 in cash, and CW2 gave JONES \$10,000 in cash. JONES also asked CW2 to buy three matching gold Rolex watches: one for

JONES, one for NEAL, and one for CW2. CW2 gave JONES a company check for the watches. Later, during a trip to Las Vegas, JONES presented the watches to NEAL and CW2, while keeping one watch for himself. JONES's demand for these watches came at a time when the contract of Company C with DOD was up for extension.

- e. NEAL and JONES would also demand other things of value from CW2. In 2000, NEAL and/or JONES asked CW2 to write various checks including a \$22,000 check to Company G, and checks to Company D. CW2 did not ask questions, and wrote the checks. NEAL and JONES also asked CW2 to pay for their cell phones, and CW2 agreed.
- f. CW2 also provided other things of value to NEAL and JONES. CW2, while at a SADBUI conference in the U.S. Virgin Islands, paid for two prostitutes each for JONES and NEAL.
- g. NEAL and JONES asked CW2 to write a check which they said would be used to cover legal expenses for the DOD Associate.
- h. CW2 provided all of these things of value to JONES and NEAL with the understanding that if he did not do so, JONES and NEAL would take official actions to the detriment of Company C and or would cease to take official actions favorable to Company C.
- i. The Company D President told CW2 that NEAL and JONES had asked

for money from him.

- j. CW2 has suffered from substance abuse problems, including cocaine and heroine use, during time periods which included his dealings with NEAL and JONES.

- 51. Certain information provided by CW2, has been corroborated, as explained herein.
- 52. I have reviewed records indicating that Company C held contracts with DOD. In February of 2000, Company C was awarded a contract through a GSA schedule to provide support of the Small Business Innovative Research ("SBIR") program administered by the SADBUE office. The initial award of this contract was for \$849,000, and subsequent modifications to the contract brought the total value of the contract to over \$1,000,000. I have learned through witness interviews and a review of documents that the DOD Associate assisted NEAL and JONES in seeing to it that Company C received contracts through DMSO.
- 53. I have reviewed records produced by a McLean, Virginia, jewelry store. These records include an invoice for about \$11,837 for three Rolex watches dated in January of 2001. JONES' name appears on the top of the receipt. Further, a delivery receipt maintained along with the invoice lists as a delivery address:

Francis Jones
1801 Williamsburg Court
Fort Washington, MD 20744

I have reviewed bank records showing that these watches were paid by a company check

from Company C.

54. I have reviewed a copy of a \$22,000 Company C check dated in December of 2000 and made payable to Company G. As noted below, according to CW3, NEAL asked CW3 to cash this check, keep \$2,000 for CW3, and pay the remaining \$20,000 in cash to NEAL.
55. I have reviewed copies of checks from Company C made payable to Company D. Company C wrote at least three checks to Company D in the total amount of \$98,700 as follows. On July 10, 2000, Company C wrote a check for \$22,000. On September 15, 2000, Company C wrote a check for \$10,000 and on February 27, 2001, Company C wrote a check for \$66,700. Company C had no legitimate business relationship with Company D and CW3 did not know how the funds were ultimately expended. I submit that there is reason to believe that Company C's payments to Company D were actually for the benefit of JONES and NEAL, just as Company C's payment to Company G was actually for the benefit of JONES and NEAL. Thus, the Company D President assisted JONES and NEAL in laundering extortion proceeds through Company D.
56. I have reviewed cell phone records, which in connection with other information (aside from the information provided by CW2) indicates that JONES and NEAL, during their tenure at DOD, used cell phones paid for by CW2.
57. I have reviewed records indicating that CW2 was arrested in 1994 for uttering a forged U.S. Treasury check and sentenced to one year of unsupervised probation.

Schemes to defraud the United States, commit major fraud against the United States, and structure proceeds:

58. CW3 is cooperating with the government. CW3 has executed a plea agreement and factual statement, wherein CW3 admits to conspiring with JONES and NEAL to a) defraud the United States; b) commit the offense of major fraud against the United States; and c) commit the offense of structuring a transaction to evade a reporting requirement. While signed, CW3's plea has not yet been entered in Court. CW3 initially denied involvement in illegal activity prior to CW3's decision to cooperate. CW3 has provided information to the government which includes the following:

- a. As of about 1998, CW3 was employed by Company E, which contracted with DOD for support of the Mentor Protege Program administered by NEAL.
- b. During the course of the Company E contract, Company H was a subcontractor for Company E. Due to NEAL's cancellation of a Radisson hotel booking for a SADBUD conference to be held in New Orleans in November of 1999, Company H paid the Radisson a large cancellation fee. Company H passed this cost on to the government. After the Radisson was able to re-book rooms initially reserved by Company H, the Radisson issued Company H a large refund. NEAL and JONES became aware that this refund check was issued to Company H in about December of 1999.
- c. Later, in 2000, following the issuance of the refund, JONES told CW3 that the refund proceeds should be divided in thirds, with JONES, NEAL, and

Company H all receiving a share. As justification for this treatment of the refund proceeds, JONES told CW3 words to the effect that "you wouldn't be here if it weren't for us." CW3 confirmed with NEAL that this was how NEAL wanted the refund proceeds disbursed. NEAL, JONES, and CW3 decided that CW3 should convert certain of the refund proceeds to cash, so that she could pay NEAL and JONES their allotted share of the proceeds. JONES told CW3 that she should always withdraw the cash in increments of under \$10,000 at one time, because if CW3 withdrew an amount over \$10,000, the I.R.S. would find out. CW3 complied with the requests of NEAL and JONES, and over the course of 2000, paid NEAL in cash roughly a two-thirds split of the \$65,000, with the understanding that NEAL would divide the cash with JONES. CW3 withdrew the cash in increments of under \$10,000, as instructed by JONES.

- d. In about October of 2000, NEAL told CW3 that JONES needed money in order to pay for his daughter's upcoming wedding, and asked CW3 whether CW3 would be willing to cash a check from Company C, if made payable to Company H. CW3 initially refused this request, but eventually agreed to cash a check made payable from Company C to Company G, rather than Company H. In about December of 2000, NEAL gave CW3 a \$22,000 check, from Company C made payable to Company G. NEAL

told CW3 that CW3 could keep \$2,000 of the \$22,000 check. CW3 deposited this check in CW3's account, and withdrew various amounts in cash, all under \$10,000. CW3 gave the \$20,000 in cash CW3 had withdrawn to NEAL, with the understanding that NEAL would share the cash with JONES.

- e. NEAL, JONES, and CW3 would use the proceeds of these and other illegal schemes to finance personal travel.

- 59. Certain information provided by CW3 has been corroborated, as explained herein.
- 60. I have obtained records which establish that the Radisson hotel issued a refund to Company H in the amount of \$65,307.21 in December of 1999, and that Company H received and deposited this check. I have also reviewed records establishing Company E's contract with DOD, and Company H's subcontracting role with respect to Company E. The value of Company E's contract exceeded \$1 million dollars.
- 61. I have reviewed bank records which show various cash withdrawals from CW3's account. These records establish that on about June 27, 2000, Company H issued a cashier's check in the amount of \$33,000 to Company G. This check was deposited into CW3's account at Commonwealth One Federal Credit Union, Alexandria, Virginia. Subsequent withdrawals were made from CW3's account, all in amounts under \$10,000, as follows:
 - a. On June 27, 2000, following the deposit of the \$33,000 check, \$7,500 was withdrawn (and the remaining \$25,500 deposited);

- b. On June 28, 2000, \$9,350 was withdrawn;
- c. On June 30, 2000, \$8,500 was withdrawn; and
- d. On July 3, 2000, \$7,500 was withdrawn.

Schemes to defraud the United States, make false statements, and commit wire fraud:

62. CW2 has also indicated that, in about 2000, JONES contacted CW2 and told CW2 that JONES and NEAL were in a jam because a hotel bill, which DOD was obligated to pay, had not been paid. JONES asked CW2 if CW2 would help in getting the hotel bill paid. CW2 agreed to help. CW2, NEAL, and JONES reached an understanding whereby DOD would modify CW2's contract based upon a false cost proposal CW2 would prepare and submit to the government. Subsequently, CW2 submitted false invoices to obtain funds under the contract modification and pay the hotel bill as requested by JONES and NEAL.
63. I have reviewed records which corroborate CW2's account as set forth in the preceding paragraph. I have reviewed a \$364,945 cost proposal submitted by CW2 on behalf of Company C in March of 2000. I have also reviewed false invoices submitted by CW2. The invoices do not itemize payment for a hotel, but rather, list numerous large and general expense items, for example, "lighting ... \$9,000." I have also traced the proceeds of the contract modification and determined that Company C paid a hotel bill in the amount of \$265,863 by wire transfer. The hotel bill paid by Company C appears to have had nothing to do with the Company C's contract with DOD.
64. I have spoken to a witness who corroborates CW2's account. This witness was employed

at DOD and worked under NEAL. According to this witness, NEAL instructed him to submit a contract modification based upon the cost proposal submitted by CW2, such that the proceeds of the contract modification would be used to pay a hotel bill.

65. According to CW3, once Company A had received the proceeds of its contract modification, JONES asked CW3 to write a check for about \$50,000 to cover "audio visual expenses." CW3 complied. CW3 has reviewed a \$53,226 check from Company C to "ROCCO Enterprise Corp." dated August 11, 2000. CW3 has identified this check as the check for "audio visual expenses" JONES asked CW3 to issue. This check was deposited in an off-shore bank account in Liechtenstein, as evidenced by the endorsement stamps on the back of the check. I submit that this information provides further probable cause that NEAL and JONES exercised control over an offshore bank account in Liechtenstein, thus providing a further means for them to receive and conceal the proceeds of their crimes.

Schemes to make false statements, obstruct justice, and tamper with witnesses:

66. By virtue of their public offices, NEAL and JONES were both required to file Executive Branch Public Disclosure Reports and/or "Forms SF-278(s)" (hereinafter the "Report(s)") on a yearly basis. In these Reports, JONES and NEAL would make false certifications in order to conceal their illicit activity as detailed in this affidavit. JONES and NEAL filed their Reports under penalties of perjury. For example, the Reports filed by JONES and NEAL, for 1998, 1999, and 2000 did not disclose either as "compensation in excess of

\$5,000" or as "gifts, reimbursements and travel expenses" any of the items of value, described in this affidavit, which were received by JONES and NEAL during these years.

JONES's Reports for 1999 did not disclose, as a "position held outside U.S.

Government," his position with Northpointe Telecom. JONES's Report for 1999, 2000, and 2001 did not disclose as an "asset" or "transaction" any of JONES's stock purchases made through his American Express Financial Advisors Account or an account JONES held at E*Trade.

67. JONES was interviewed by investigating agents in about November of 2001, and made false statements. For example, JONES stated that neither he nor NEAL ever received anything, including travel, hotel, or meals, from COMPANY A, CW1, or any government contractor. JONES answered "no" when asked if he held any position or employment with any private company during his employment with DOD. Later, in the same interview, JONES changed this answer, and said "I don't recall" when asked if he was ever an officer or listed as an officer in a private company. Finally, in the same interview, JONES stated that he was "involved with" some companies including a company called Northpointe Telecom. JONES stated that Northpointe Telecom was going to be a telecommunications company which he started with a "friend," the Company B Manager. JONES indicated that plans for Northpointe Telecom did not work out, and that "they" had to "return money to their investors." JONES indicated that Northpointe Telecom had about three or four different investors, but could not recall the

identity of any of the investors. JONES indicated that Company A and Company B were not investors in Northpointe Telecom. JONES indicated that NEAL was not knowledgeable about the existence of any of JONES's companies. JONES further stated that the only money he received was his paycheck from the U.S. Government. JONES stated that he was not involved in the financial operations of Northpointe Telecom. JONES also admitted that he had failed to disclose his relationship with Northpointe Telecom on his Reports.

68. Certain information provided by JONES in the preceding paragraph is false. First, as JONES knew, JONES and NEAL both received numerous things of value from CW1, CW2, and CW3. Second, as to Northpointe Telecom, as demonstrated herein, there is no evidence that any funds sent to Northpointe Telecom were ever "returned to investors." Rather, the funds sent to Northpointe Telecom were spent largely, if not exclusively, for the personal benefit of JONES, NEAL, and their associates. Further, Companies A and B contributed money to Northpointe Telecom through Company G, yet JONES stated that neither company was an "investor." Third, NEAL was obviously aware of the existence of Northpointe Telecom, because NEAL received personal benefits paid for by Northpointe Telecom, and demanded that CW1 make a payment to Company F, which payment was funneled to Northpointe Telecom. Fourth, JONES received money aside from his government paycheck, in the form of cash, including cash JONES received from CW1, and CW2, and cash JONES withdrew from the Northpointe Telecom bank account.

Fifth, JONES was intimately involved in the financial operations of Northpointe Telecom, having signature authority over its bank account, and having written many large-dollar checks from Northpointe Telecom's accounts.

69. NEAL was interviewed by investigating agents in about October of 2001. NEAL said that a) he and JONES did not receive anything of value, aside from meals, from persons including CW1 and Company A; b) any allegation that NEAL had received a thing of value or a gratuity from a contractor would be false; c) he received no income aside from his federal salary and income from a rental property; d) he had no knowledge of JONES having any outside businesses; and e) he did not have the authority to grant contracts, and he promoted all businesses equally.
70. Certain information provided by NEAL in the preceding paragraph is false. First, NEAL knew that both he and JONES had received numerous things of value from government contractors. Second, NEAL had received income, including cash paid to him by CW1 and CW3, aside from his salary and rental property. Third, NEAL knew that JONES had an outside business, in the form of Northpointe Telecom, because NEAL had received payments to his personal credit card from a Northpointe Telecom bank account. Further, NEAL did not promote all contractors equally, but would single out those contractors, including CW1 and CW2, who had paid him things of value for favorable treatment.
71. As demonstrated below, once this investigation became known to NEAL, JONES, and the other criminal participants, they began to communicate among themselves about the

investigation, and would pass false stories to investigators.

72. In about February, 2002, the Company F President was interviewed and served with a grand jury subpoena for the records of Company F. An attachment to the subpoena made clear the parties and transactions relevant to the government's investigation, including records relating to Companies A-D, F-H, JONES, and NEAL.
73. The Company F President was interviewed in about February of 2002, by federal law enforcement agents. The Company F President a) stated that Company F paid Northpointe Telecom approximately \$300,000 - \$400,000 for "services rendered"; b) described the contracts between Company F and Northpointe Telecom as "teaming agreements"; c) stated that no funds were returned to Company F by Northpointe Telecom; and d) stated that Company F did not facilitate the transfer of funds to Northpointe Telecom on behalf of any other companies. The Company F President also admitted that Company F did no business with Company A. When shown a copy of the \$100,000 cashier's check from Company A, which was deposited into Company F's account bearing an endorsement signature purporting to be that of the Company F President, the Company F President stated that he had never seen this check and denied that the endorsement signature was his.
74. Certain information provided by the Company F President in the preceding paragraph is false. First, there is no evidence that "teaming agreements" ever existed between Company F and Northpointe Telecom. Neither Company F nor Northpointe Telecom has

produced copies of any such agreements in response to grand jury subpoenas served upon them. Second, Company F clearly transferred funds to Northpointe Telecom, as described in this affidavit. Further, the information provided by the Company F President contradicts the statements made by JONES. JONES stated that Northpointe Telecom had no contracts and never got off the ground, while the Company F President stated that the contracts between Company F and Northpointe Telecom consisted of "teaming agreements."

75. In about February, 2002, the Company B President, and the Company B Manager were interviewed and served with a grand jury subpoena for the records of Company B and Northpointe Telecom, respectively. An attachment to the subpoena made clear the parties and transactions relevant to the government's investigation, including records relating to Companies A-D, F-H, JONES, and NEAL.
76. The Company B President was interviewed by federal law enforcement agents in about February, 2002. The Company B President a) said that she was "acquainted" with JONES and NEAL only through small business conferences, but did not really know them; b) said that it had been "quite some time" since she had been in contact with NEAL; c) said that she was not aware of any association or affiliation between Company B and Northpointe, and had no knowledge of the Company B Manager ever passing funds to JONES or NEAL using Northpointe; d) claimed not to know how much money had been paid to Company F by Company B, and had no knowledge that Company F

paid funds to Northpointe Telecom.

77. Certain information provided by the Company B President in the preceding paragraph is false. First, according to CW1 and CW3, the Company B President knew both NEAL and JONES well. According to CW3, both JONES and NEAL were invited by the Company B President to attend the Company F's President's wedding in Bermuda (the Company B President is the mother of the Company F President). Second, the Company B President was aware of transfers of funds between Company B, Company F, and Northpointe Telecom, because the Company B President had personally written two separate checks for \$210,000 to Company F, which were immediately passed on to Northpointe Telecom as demonstrated herein.
78. The Company B Manager was interviewed by federal law enforcement agents in about February of 2002. The Company B Manager stated that a) she was President of Northpointe Telecom from 1997 - 1999; b) JONES was a "consultant" for Northpointe Telecom; c) various companies she could not recall, as well as Company B, had invested in Northpointe, and she could not recall the amounts invested; d) the Company B President was not aware of Company B's investment with Northpointe; e) Northpointe Telecom never had a single government or commercial contract; f) Northpointe Telecom had about \$100,000 in business with Company F, but she could not explain what exactly this business was; g) Northpointe Telecom never had any business with Company A. The Company B Manager could not explain what services Northpointe Telecom provided to

Company F to justify Northpointe Telecom's receipt of over \$800,000 from Company F. The Company B Manager admitted that she had signature authority over Company F checks "for a short time." The Company B Manager was asked if Northpointe Telecom was used as a vehicle to transfer funds to NEAL and JONES, and replied, "no."

79. Certain information provided by the Company B Manager in the preceding paragraph is false. First, there is no evidence of "investments" in Northpointe Telecom. The evidence is that Northpointe Telecom received payments directly, only from Company B and Company F. There were no other "two or three companies" that invested in Northpointe Telecom. The fact that both JONES and the Company B President both, separately, indicated that Northpointe had outside investors, beyond Companies B and F, indicates to me that JONES and the Company B President have coordinated false cover stories to pass along to investigators. Second, the Company B President did know that Northpointe Telecom was used to transfer funds to NEAL and JONES because she personally assisted in such transfer of funds, as demonstrated herein.
80. According to CW2 and CW3, NEAL and JONES became aware that the Company F President, the Company B President, and the Company B Manager were contacted by law enforcement shortly after the time that the contact occurred. NEAL and JONES further were aware of the specific contents of the subpoenas issued to Company F and Company B. According to CW2, NEAL and JONES met with him in about the Spring of 2002, to discuss the investigation. NEAL and JONES showed CW2 a copy of the attachment to

the grand jury subpoena issued to Company F, which attachment listed Company C. NEAL and JONES told CW2 that CW2 should provide false explanations as to why CW2 had issued certain checks at the direction of NEAL and JONES. For example, as to a \$66,000 check written by Company C to Company D, NEAL and JONES told CW2 that, if interviewed by federal law enforcement agents, CW2 should tell them that this money was an investment made by CW2 in "HIV test kits." In fact, as NEAL, JONES, and CW2 knew, this money was not an investment CW2 made in HIV test kits, but rather, simply a check that NEAL and JONES had demanded that CW2 issue. NEAL also told CW2 that if the time came, NEAL would "make a deal."

81. At the direction of law enforcement, CW3 made a consensually monitored tape recording of a conversation CW3 had with NEAL in February of 2002. To place the tape recording in context, it is necessary to understand CW3's account of the events leading up to the tape recording. According to CW3, prior to the tape recording:

- a. NEAL told CW3 that the Company B President and the Company B Manager, and JONES had all met in the D.C. area, and had discussed developments in the investigation. All of the participants in the discussion were very concerned about the investigation. The participants speculated that the investigation could be fueled by allegations made by CW1. NEAL said that the Company B President was "talking crazy" about "killing CW1."
- b. NEAL had encouraged CW3 to manufacture false documents which could provide

a facially valid reason for Company H's acceptance of the \$22,000 check from Company C.

- c. NEAL knew that CW3 had been interviewed by federal law enforcement agents at an office then shared by CW3 and NEAL.

82. I have listened to a tape recording of a conversation between NEAL and CW3 consensually recorded by CW3. I have also reviewed a rough transcript of this recording. This transcript is somewhat lengthy, and only certain portions are quoted below. The portions of the transcript below have been edited to substitute the actual names of the participants for the monikers used in this affidavit. In portions of this transcript:

- a. NEAL discusses with CW3 the contents of the subpoenas served upon Company B. NEAL also describes a meeting between certain of the conspirators which had recently taken place in the Washington DC area. This exchange makes clear that NEAL, JONES, and other criminal participants had discussed the nature and progress of the investigation in detail:

NEAL: ...Let me describe the meeting. [The Company B President] came into town. [The Company B Manager] and Francis [JONES] had gone to see an attorney. They had described all the stuff that supposedly the agents had said to the Company B President and the Company B Manager. The attorney laid out the circumstances, what he saw. Okay. **And one of the things thatbecause there are 16 people on this list. Okay. 'Cause it runs from me, Francis [JONES], [the DOD Associate], my ex (wife), the Company B President, the Company B Manager, Company B, Company G...**

CW3: So, Company G was on that list?

NEAL: I think Company G was on the list, either Company G or your name. I think it was your name, maybe, Company G may be on there too. Company A, Company F, Company G. And I'm missing something, something along the lines. Now, this, what they, the subpoena they gave her. Okay. And they asked for any communications they had, oh CW2, and Company C.

CW3: So Company H wasn't on there?

NEAL: No.² They gave them the subpoena. They wanted all communications that, for example, the one they gave the Company B President, all communications between Company B and any of those people on that list. They did the same thing to the Company D President and CW2, any communications with anybody on that list.

- b. NEAL also references an earlier discussion in which he had asked CW3 to create a "loan document" to falsely explain the \$22,000 check from Company C to Company G (from which CW3 paid \$20,000 cash to NEAL) as a "loan." NEAL is aware of the fact that investigators have already talked to CW3, and will likely be seeking to obtain, from CW3, records of Company G. NEAL indicates that since the investigation has broadened beyond the Company C check, it makes more sense for CW3 to "have no documents" to give investigators than to create the false document. NEAL, well aware of the grand jury's investigation, thus

²There is reason to believe that NEAL is lying here, as Company H was listed on the subpoena issued to Company B. NEAL would have know this as he is intimately familiar with all other aspects of the subpoena. NEAL may have chosen to lie about this point because, as demonstrated by the content of the tape, he is at once seeking to reassure and calm CW3, while trying to convince her "to have no" documents to give to investigators.

encourages CW3 not to produce records to investigators:

NEAL: **My initial reaction when I told you about the loan document is to protect you. 'Cause if you have a loan document, then there is nothing else to be said.**

CW3: That's the problem though, because that's not true. I mean there's the \$22,000 check from Company C, there's the money that came out from [another contracting company] to Company G under the yearbook stuff,³

NEAL: Uh humm.

CW3: there's \$33,000 or whatever the number is from the hotel.⁴

NEAL: **Okay, So..... if I'm understanding you correctly, no documents is better than any documents. Because if you have one, then where are the others.**

CW3: Okay now, I'm gonna tell you now, I understand that you're in problem solving mode, but what you've done is you've just gone political on me. If you're understanding me correctly. What I am saying is if those kinds of numbers, okay, if they [the investigators] go to the account and they look at Company G, they see all of that.

NEAL: Uh huh.

CW3: Okay, so one loan document is not going to cover that.

NEAL: And I agree with you.

CW3: But again, what is bothering me ... you say you've got my back.

³This refers to a scheme where CW3, with NEAL's concurrence, converted about \$50,000 from a DOD contractor. CW3 paid NEAL a portion of the proceeds CW3 had converted. This scheme forms part of the basis of CW3's plea agreement.

⁴This refers to the \$33,000 check by which a portion of the hotel refund was passed along to CW3, proceeds of which CW3 structured and provided to NEAL to share with JONES.

....I've told you that whatever you've given me in support of that I will pay you back. ...What I am saying is, it makes me wonder where you are, when one minute you're pushing, and obviously you pushed for the loan document and that makes me very uncomfortable. Because I don't want to be involved with those people and I told you that from the very beginning. And then you say that and then all of a sudden you change, and then you, you so very carefully say to me, 'well that's a good idea', and I say to you well what about the loan document, and you say 'well that's a good idea if you all want the paper.' And it changes from you saying 'this is what you should do' to 'well, if we want to do it.' And so as I know you, you basically are saying...you are playing a political game with me.

NEAL: No I wasn't.

CW3: So what, what happened?

NEAL: I wasn't playing political game. What I was looking at is that... My initial reaction is ... and I had forgotten all about the other stuff ... Was that...that's the one transaction that's out there. **Now, in light of what you've told me with all the other stuff, its better for you to have absolutely no records.**

NEAL: ...Now the thing of it is, because my memory was short, and I didn't think about all the other stuff, my immediate reaction is, okay, how is Company G linked to this? Okay. The only way that I saw Company G linked was the Company C check. Okay? **So my immediate reaction is well if that's papered, then Company G's out of this. CW3's out of this. Okay.** That's why when I came to you, ... yesterday, ...that's what I was thinking.

- b. CW3 references JONES telling CW3 to withdraw cash in amounts under \$10,000, and NEAL does not dispute that CW3 was so instructed by JONES.
- c. CW3 references NEAL's earlier statements about the Company B President "talking about killing people":

CW3: And especially, especially after you got... **You're telling me that [the Company B President] talking about killing people and running around doing crazy stuff.** I'm like okay, so If I don't do these things, is something bad gonna to happen to me?

NEAL: First of all, it was not a threat. **The statement was done to reassure you that I am not going to flip on you.** That's the only reason the statement was made. In terms of ...

CW3: But.. go ahead.

NEAL: In terms of relating to you what the Company B President said, I was relating that to you to show the insanity that is taking place around us. Not as a threat, not as any veiled threat, or anything along those lines. Just saying, you know, these people are talking crazy.

d. NEAL also references the fact that he had contacted the Company D President, to speak with him "before he talked to those people," e.g., federal investigators.

e. NEAL references his familiarity with the grand jury subpoena issued to Company D:

NEAL: The thing of it is is that, with all of this stuff, they're looking at everything to the present. **They asked him [the Company D President] to bring every record on... Company D from 1996 to the present....**

f. NEAL also makes various "false exculpatory" statements on the tape, to the effect that he was unaware of larger schemes perpetrated by JONES. NEAL, however, acknowledges that he will be implicated by others:

NEAL: When I came back to you, one of the things I was very frustrated with ... is...that after sitting down and listening to them and listening to all that had been mapped out, I realized that this thing is much larger than it appears on the surface, because of the shit

that he [JONES] has done in my name that I didn't know about.

CW3: Well, what you gonna do about that?

NEAL: As it is right now, I'm fucked. I'm fucked cause everybody will say he said Robert said do it. I mean, I'm screwed. I mean in the end, you know, when it comes down to it....

CW3: Did you say it though?

NEAL: Nope. Yea, but then, what's it gonna be, my word against his?

CW3: Yeah, but he [Francis Jones] is a snake.

NEAL: Yeah, but the thing of it is, knowing the situation, what's gonna happen is, that everybody's gonna sit around and say well that's what he said, and then ... I'm the only one saying I didn't say it. I don't win that battle. I don't win that battle. The bottom line is, when it comes down to it, I am a firm believer that ain't nobody gonna get hit with nothing, I'm the one that end up doing time and nobody else is gonna end up doing anything. everybody else is gonna get right off. Because they're all gonna flip on me.... There ain't nothing I can do about it.

Probable cause to believe evidence of criminal activity will be found at the locations to be searched:

83. According to CW2 and CW3, JONES and NEAL both have luxury watches. According to CW3, NEAL maintains a collection of luxury watches at his residence. According to CW3 and CW2, JONES and NEAL began talking about these watches (and were seen by CW3 and CW2 wearing these watches), during their tenure at DOD. I submit that based on this and other information detailed herein, that there is probable cause to believe that JONES and NEAL acquired these luxury watches during their tenure at DOD, and likely obtained them as a result of their illegal schemes.

84. CW2 bought three Rolex watches (one for NEAL, one for JONES, and one for CW2), as referenced herein. CW2 showed me the Rolex watch that he received from JONES, after JONES asked CW2 to buy three such watches for JONES, NEAL, and CW2. This watch has a gold frame and a reddish leather band. According to CW2, JONES and NEAL each received watches that matched the watch CW2 showed to me. CW3 has seen NEAL wearing a gold Rolex watch with a leather band within the last several months.
85. According to CW2, JONES has a Patek Phillipe watch. According to CW3, CW3 is aware that both JONES and NEAL have matching Patek Phillipe watches. CW3 has seen NEAL's Patek Phillipe watch within the last three to four months, and it is a watch that changes to a bracelet. According to CW3, NEAL acquired the Patek Phillipe during a trip while he was employed by DOD. According to CW3, NEAL's discussion about the Patek Phillipe watches with CW3 gave CW3 the impression that JONES had gotten the money to pay for these watches for both JONES and NEAL. According to CW3, NEAL told her that he once lost this Patek Phillipe watch, and had it replaced by an insurance company.
86. According to CW3, during a trip while NEAL and JONES were both employed by DOD, JONES and the Company B Manager discussed (in NEAL's presence) purchasing Rado watches for JONES and the Company B Manager (who was then dating JONES), and the possibility of "putting it on the company." I submit that by "putting it on the company," JONES and the Company B Manager likely meant that the watches would be paid for by

proceeds from Northpointe Telecom. According to CW3, CW3 later saw the Company B manager wearing a Rado watch and understood that JONES and the Company B manager had purchased the Rado watches as they had planned. Further, according to CW3, NEAL, at the time of this trip, had a newly-acquired Rado watch of his own. NEAL's Rado watch was a bracelet-like watch, of black pearl color with gold links. According to CW3, NEAL recently sent his Rado to be repaired in Switzerland.

87. Based on my and training experience as an agent, it is common for individuals to maintain personal, luxury items, such as luxury watches over time, and it is not common that such items are discarded. It is likely that such personal luxury items are kept on an individual's person or at the residence of that individual.
88. According to CW3, NEAL maintains records at his personal residence. These records include a calendar book that NEAL used during his tenure at SADBUI. NEAL also keeps important documents in a backpack that he keeps about his person, and in his residence when he is home.
89. According to CW3, JONES and NEAL discussed purchasing a safe to hold their important documents. CW3 was told that the safe was to be kept at JONES's residence.
90. Based on my experience as an agent, an unexplained increase in wealth is probative evidence of crimes motivated by greed, and all financial records of a person suspected of such crimes are relevant to an analysis of the suspect's assets, income, expenditures at various time periods, and to the money laundering of illegal income. The principal

purpose of money laundering is to acquire ostensibly legitimate assets and wealth, for which the individual can produce records which appear to show that the wealth is legitimate. Any such records of ostensibly legitimate assets and income is likely to contain evidence of the money laundering, especially discrepancies between income, expenses, and growth in assets. Financial statements and loan applications often are more accurate than a criminal's filed income tax returns.

91. Based on my experience and training as an agent, those involved in illegal financial activities will commonly maintain records at their personal residence which are probative of an unexplained increase in wealth. Such records will include: financial statements, draft and completed tax returns, bank statements, check registers, offshore banking records, passwords, safe deposit box keys. Such records may be enclosed within a locked area such as a safe. Such records will also include records of travel related to or financed by the illegal activities, such as airline tickets, receipts, credit card receipts, rental car receipts, luggage tags reflecting points of travel, visas, passports, and related applications, and photographs of themselves and their associates taken during travel.
92. Based on my experience and training as an agent, those involved in illegal financial activities commonly maintain records reflecting names, nicknames, addresses, and telephone numbers of both their current and past associates. Such records would include appointment books, address books, calendars, purchase orders, invoices, contracts, message slips, memorandum, receipts, deposit slips, correspondence, faxes, fax cover

sheets, emails, and notes. Those involved in such illegal activities who are aware of an ongoing criminal investigation into their illegal activities will usually alter their operational methods in order to hinder law enforcement agencies from detecting their unlawful activities. They will often destroy an existing format of records reflecting their illegal transactions (i.e., names of associates to whom they have given money and amounts of moneys possibly owned and or collected). However, it is common for them to create another type of record after destroying one type of record to assist in the collection of debts. These records are often maintained for an indefinite period of time even long after the underlying criminal activity has ceased.

93. Based on my experience and training as an agent, those involved in such illegal activities and their associates will commonly conceal within their vehicles, residence, or business, or within the curtilage of their residence or businesses, financial instruments, cash, precious metals, precious gemstones, jewelry, electronic equipment, and other items of value and/or proceeds of illegal transactions and evidence of financial transactions relating to obtaining, transferring, secreting, or spending money made in illegal activities.
94. There is probable cause to believe that such records and materials, generated from the time period of 1997 - 2001, are located at JONES and NEAL's residences.
95. The above-referenced records, and the computerized records noted below, will be of evidentiary value because they will aid in establishing a) that the transactions in question in fact occurred; 2) that the occurrence and nature of the transactions was known by

certain persons; and 3) the "willfulness" of the conduct of certain persons.

96. JONES has maintained the same residence since at least 1996. According to CW3, NEAL moved to his current residence within the last six months, and maintains an office there. Property records indicate that NEAL is the joint owner of his residence along with this mother.
97. JONES's residence is his current address of record, and JONES receives financial records at his residence, including records for his E*Trade and American Express Financial Advisors account.

Computerized records:

98. I am aware that both NEAL and JONES hold private email accounts, and have communicated with their coconspirators through their private email accounts. According to CW3, there are multiple computers in NEAL's residence. As to JONES, I am aware that JONES has a private email address, which suggests to me that JONES has a home computer.
99. Based upon my training and experience, and information related to me by agents and others involved in the forensic examination of computers, I know that computer data can be stored on a variety of systems and storage devices including hard disk drives, floppy disks, compact disks, magnetic tapes and memory chips. I also know that, during the search of the premises, it is not always possible to search computer equipment and storage devices for data for a number of reasons, including the following:

- a. Searching computer systems is a highly technical process, which requires expertise and specialized equipment. There are so many types of computer hardware and software in use today that it is impossible to bring to the search site all of the technical manuals and specialized equipment necessary to conduct a thorough search. In addition, it may also be necessary to consult with computer personnel who have specific expertise in the type of computer, software application or operation system that is being searched.
- b. Searching computer systems requires the use of precise, scientific procedures which are designed to maintain the integrity of the evidence and to recover "hidden," erased, compressed, encrypted or password-protected data. Computer hardware and storage devices may contain "booby traps" that destroy or alter data if certain procedures are not scrupulously followed. Since computer data is particularly vulnerable to inadvertent or intentional modification or destruction, a controlled environment, such as a law enforcement laboratory, is essential to conducting a complete and accurate analysis of the equipment and storage devices from which the data will be extracted.
- c. In this case, I have requested the assistance of computer specialists employed by federal law enforcement agencies. These specialists have

extensive experience and training in all areas related to computers. Their training has covered areas of electronic data preservation and the recovery, documentation and authentication of evidence from both stand-alone personal computers and network systems. All reasonable attempts will be made to search and image the hard drives of NEAL and JONES's computers at the search sites. However, if it is determined that evidence exists on hard drives, which evidence cannot reasonably be removed from the hard drives on-site because (1) to do so would entail the risk that the evidence would be damaged or altered, or (2) the removal of the evidence cannot be completed on site within a reasonable period of time, then the computers would be seized and imaged in a controlled environment, following which they promptly would be returned to NEAL and/or JONES

Locations to be searched:

100. Physical surveillance by law enforcement agents has confirmed that JONES's residence, located at 1801 Williamsburg Court, Fort Washington, Maryland, 20744, is a two-story single family house. The exterior of the house, as it faces the street, is brick. There is light tan siding on the sides of the house. The house has an attached two-car garage which faces the street. The roof of the house is reddish-brown. The house is on a corner lot, at the intersection of North Star Drive and Williamsburg Court. A brown wooden fence is visible in the back yard. There is a bay window on the side of the house facing

North Star Drive. The number "1801" appears on the front of the house, in between the two garage door entrances, and also appears on a mailbox in front of the house.

101. Physical surveillance by law enforcement agents has confirmed that NEAL's residence, located at 7944 Quill Point Drive, Bowie, Maryland, 20720, is a three-story, single family townhouse. The side of the townhouse facing the street is red brick, and there is tan colored siding on the sides of the townhouse. There is a single car garage door at the front of the townhouse. The number "7944" appears on the front of the house, on a white sign in between the front door of the townhouse and the garage door.

Conclusion

102. Based on the foregoing facts, I believe there is probable cause to believe that criminal conduct by NEAL, JONES and unnamed co-conspirators has included the probable commission of the following violations:
- (a) solicitation and acceptance of bribes, in violation of 18 U.S.C. § 201(b)(2), namely, while being a public official, to corruptly demand, seek, or receive a thing of value in return for being influenced in the performance of an official act;
 - (b) solicitation and acceptance of gratuities, in violation of 18 U.S.C. 201(c)(1), namely, while being a public official and other than as provided by law for the proper discharge of official duty, to corruptly demand, seek, or receive a thing of value for or because of any official act performed or to be performed;
 - (c) extortion, in violation of 18 U.S.C. § 1951, namely, to knowingly obtain property

from another, with the consent of that person, induced under color of official right;

- (d) wire fraud, in violation of 18 U.S.C. § 1343, namely, to unlawfully devise a scheme and artifice to defraud and obtain money or property by means of false and fraudulent pretenses, representations, and promises, and use or cause to be used interstate wire communications for the purpose of executing said scheme and artifice;
- (e) laundering of monetary instruments, in violation of 18 U.S.C. § 1956(a)(1)(B)(1), namely, while knowing that certain property represents the proceeds of some form of unlawful activity, to conduct a financial transaction which in fact involves the proceeds of specified unlawful activity, knowing that the transaction is designed, in whole or in part, to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity;
- (f) laundering of monetary instruments, in violation of 18 U.S.C. § 1956(a)(2)(B)(1), namely, to transport, transmit or transfer a monetary instrument or funds from a place inside the United States to or through a place outside the United States knowing that the monetary instrument and funds involved in the transportation, transmission, or transfer represents the proceeds of some form of unlawful activity, and knowing that such transportation, transmission, or transfer is designed in whole or in part to conceal and disguise the nature, the location, the

source, the ownership, or the control of the proceeds of specified unlawful activity;

- (g) engaging in monetary transactions in property derived from specified unlawful activity, in violation of 18 U.S.C. § 1957, namely, to knowingly engage in a monetary transaction in criminally derived property of a value greater than \$10,000 and derived from specified unlawful activity;
- (h) false statements, in violation of 18 U.S.C. § 1001, namely, to knowingly and willfully make a materially false statement in a matter within the jurisdiction of the United States;
- (i) major fraud against the United States, in violation of 18 U.S.C. § 1031, namely, to knowingly executed a scheme and artifice to defraud the United States, in a procurement of property or services as a prime contractor with the United States or as a subcontractor on a contract, in which there is a prime contract with the United States, where the value of the contract, subcontract, or any constituent part thereof, for such property or services is \$1,000,000 or more;
- (j) structuring a transaction to evade a currency reporting requirement, in violation of 31 U.S.C. § 5324(a)(1), namely, to assist in structuring a transaction with one or more domestic financial institutions;
- (k) obstruction of justice, in violation of 18 U.S.C. § 1503, namely, to corruptly endeavor to influence or impede the due administration of justice;

- (l) witness tampering, in violation of 18 U.S.C. § 1512(b)(3), namely, to corruptly persuade another person with intent to hinder, delay, or prevent the communication to a law enforcement officer of information relation to the commission or possible commission of a Federal offense;
- (m) conspiracy to commit, and aiding an abetting the commission of, the foregoing offenses, in violation of 18 U.S.C. § 371 and 2.

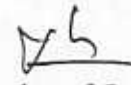
103. Based on the foregoing facts, I believe there is probable cause that evidence, fruits and instrumentalities of the foregoing violations, as further described in Attachment B hereto, are presently located at or within the premises identified in Attachments A of each search warrant-- 7944 Quill Point Drive and 1801 Williamsburg Court.

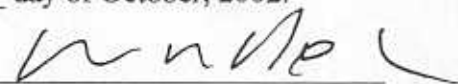
Further, Affiant sayeth not.



Cynthia A. Stroot

Special Agent, Defense Criminal Investigative Service

Sworn to and subscribed before me this 17  day of October, 2002.



United States Magistrate Judge

02-1170-4

ATTACHMENT A

On or about or between June, 1996, and June, 2001, both dates being approximate and inclusive, within the Eastern District of Virginia and elsewhere, the defendant, FRANCIS DELANO JONES, JR., did commit the following offenses:

- (a) solicitation and acceptance of bribes, in violation of 18 U.S.C. § 201(b)(2), namely, while being a public official, to corruptly demand, seek, or receive a thing of value in return for being influenced in the performance of an official act;
- (b) solicitation and acceptance of gratuities, in violation of 18 U.S.C. 201(c)(1), namely, while being a public official and other than as provided by law for the proper discharge of official duty, to corruptly demand, seek, or receive a thing of value for or because of any official act performed or to be performed;
- (c) extortion, in violation of 18 U.S.C. § 1951, namely, to knowingly obtain property from another, with the consent of that person, induced under color of official right;
- (d) wire fraud, in violation of 18 U.S.C. § 1343, namely, to unlawfully devise a scheme and artifice to defraud and obtain money or property by means of false and fraudulent pretenses, representations, and promises, and use or cause to be used interstate wire communications for the purpose of executing said scheme and artifice;
- (e) laundering of monetary instruments, in violation of 18 U.S.C. § 1956(a)(1)(B)(1), namely, while knowing that certain property represents the proceeds of some form of unlawful activity, to conduct a financial transaction which in fact involves the

- proceeds of specified unlawful activity, knowing that the transactions is designed, in whole or in part, to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity;
- (f) laundering of monetary instruments, in violation of 18 U.S.C. § 1956(a)(2)(B)(1), namely, to transport, transmit or transfer a monetary instrument or funds from a place inside the United States to or through a place outside the United States knowing that the monetary instrument and funds involved in the transportation, transmission, or transfer represents the proceeds of some form of unlawful activity, and knowing that such transportation, transmission, or transfer is designed in whole or in part to conceal and disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity;
- (g) engaging in monetary transactions in property derived from specified unlawful activity, in violation of 18 U.S.C. § 1957, namely, to knowingly engage in a monetary transaction in criminally derived property of a value greater than \$10,000 and derived from specified unlawful activity;
- (h) false statements, in violation of 18 U.S.C. § 1001, namely, to knowingly and willfully make a materially false statement in a matter within the jurisdiction of the United States;
- (i) major fraud against the United States, in violation of 18 U.S.C. § 1031, namely, to knowingly executed a scheme and artifice to defraud the United States, in a procurement of property or services as a prime contractor with the United States

- or as a subcontractor on a contract, in which there is a prime contract with the United States, where the value of the contract, subcontract, or any constituent part thereof, for such property or services is \$1,000,000 or more;
- (j) structuring a transaction to evade a currency reporting requirement, in violation of 31 U.S.C. § 5324(a)(1), namely, to assist in structuring a transaction with one or more domestic financial institutions;
 - (k) obstruction of justice, in violation of 18 U.S.C. § 1503, namely, to corruptly endeavor to influence or impede the due administration of justice;
 - (l) witness tampering, in violation of 18 U.S.C. § 1512(b)(3), namely, to corruptly persuade another person with intent to hinder, delay, or prevent the communication to a law enforcement officer of information relation to the commission or possible commission of a Federal offense;
 - (m) conspiracy to commit, and aiding an abetting the commission of, the foregoing offenses, in violation of 18 U.S.C. § 371 and 2.

02-1171-A

ATTACHMENT A

On or about or between June, 1996, and June, 2001, both dates being approximate and inclusive, within the Eastern District of Virginia and elsewhere, the defendant, ROBERT LEE NEAL, JR., did commit the following offenses:

- (a) solicitation and acceptance of bribes, in violation of 18 U.S.C. § 201(b)(2), namely, while being a public official, to corruptly demand, seek, or receive a thing of value in return for being influenced in the performance of an official act;
- (b) solicitation and acceptance of gratuities, in violation of 18 U.S.C. 201(c)(1), namely, while being a public official and other than as provided by law for the proper discharge of official duty, to corruptly demand, seek, or receive a thing of value for or because of any official act performed or to be performed;
- (c) extortion, in violation of 18 U.S.C. § 1951, namely, to knowingly obtain property from another, with the consent of that person, induced under color of official right;
- (d) wire fraud, in violation of 18 U.S.C. § 1343, namely, to unlawfully devise a scheme and artifice to defraud and obtain money or property by means of false and fraudulent pretenses, representations, and promises, and use or cause to be used interstate wire communications for the purpose of executing said scheme and artifice;
- (e) laundering of monetary instruments, in violation of 18 U.S.C. § 1956(a)(1)(B)(1), namely, while knowing that certain property represents the proceeds of some form of unlawful activity, to conduct a financial transaction which in fact involves the

- proceeds of specified unlawful activity, knowing that the transactions is designed, in whole or in part, to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity;
- (f) laundering of monetary instruments, in violation of 18 U.S.C. § 1956(a)(2)(B)(1), namely, to transport, transmit or transfer a monetary instrument or funds from a place inside the United States to or through a place outside the United States knowing that the monetary instrument and funds involved in the transportation, transmission, or transfer represents the proceeds of some form of unlawful activity, and knowing that such transportation, transmission, or transfer is designed in whole or in part to conceal and disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity;
- (g) engaging in monetary transactions in property derived from specified unlawful activity, in violation of 18 U.S.C. § 1957, namely, to knowingly engage in a monetary transaction in criminally derived property of a value greater than \$10,000 and derived from specified unlawful activity;
- (h) false statements, in violation of 18 U.S.C. § 1001, namely, to knowingly and willfully make a materially false statement in a matter within the jurisdiction of the United States;
- (i) major fraud against the United States, in violation of 18 U.S.C. § 1031, namely, to knowingly executed a scheme and artifice to defraud the United States, in a procurement of property or services as a prime contractor with the United States

- or as a subcontractor on a contract, in which there is a prime contract with the United States, where the value of the contract, subcontract, or any constituent part thereof, for such property or services is \$1,000,000 or more;
- (j) structuring a transaction to evade a currency reporting requirement, in violation of 31 U.S.C. § 5324(a)(1), namely, to assist in structuring a transaction with one or more domestic financial institutions;
 - (k) obstruction of justice, in violation of 18 U.S.C. § 1503, namely, to corruptly endeavor to influence or impede the due administration of justice;
 - (l) witness tampering, in violation of 18 U.S.C. § 1512(b)(3), namely, to corruptly persuade another person with intent to hinder, delay, or prevent the communication to a law enforcement officer of information relation to the commission or possible commission of a Federal offense;
 - (m) conspiracy to commit, and aiding an abetting the commission of, the foregoing offenses, in violation of 18 U.S.C. § 371 and 2.